

**Request for Proposal (RFP)
#23-009-20**

**For
County of Marinette
Multi-Function Devices**

**Posting Date:
June 22, 2023**



**Response Deadline:
July 28, 2023
2:00 p.m. Central Standard Time (CST)**

**To:
Kevin Solway
County of Marinette – Technology Services
1925 Ella Court, Entrance B
Marinette, Wisconsin 54143**

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I. **BACKGROUND**

Marinette County Technology Services is seeking proposals for up to 40 multi-function devices to be placed at various locations throughout County of Marinette facilities as identified in appendix A.

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County shall not be liable for any losses incurred by the vendor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the vendor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. **TENTATIVE PROJECT TIMELINE**

RFP posted by 2:00 p.m.	06/22/2023
Addendum, if any, posted by 4:00 p.m.	07/21/2023
RFP responses due from potential vendors by 2:00 p.m.	07/28/2023
Projected RFP award date:	08/29/2023

III. **RFP DUE DATE**

Proposals shall be submitted to Mr. Kevin Solway at the Marinette County Department of Technology Services no later than **2:00 p.m. central time on July 28, 2023**. Proposals shall be clearly labeled **RFP#23-009-20 – Multi-Function Device Proposal** and submitted to the location/address listed below. Proposals can also be emailed to the below indicated email address. Faxed proposals will not be accepted.

Delivery Address for Express or Hand Delivery:

Kevin Solway, Director
Department of Technology Services
Multifunction Device Proposal
1925 Ella Court, Entrance B
Marinette, Wisconsin 54143

Delivery Address for Email:

RFP23-009-20@marinettecountywi.gov
Subject: **RFP#: 23-009-20 – Multi-Function Device Proposal**

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered. The reception timestamp generated by the County of Marinette email system shall be the only determining factor

as to whether any proposal submitted electronically is received by the proposal deadline. The County of Marinette is not responsible for any electronic delivery delays or failure of reception of an electronic response. It is highly recommended any vendor submitting a proposal electronically confirm receipt of the proposal by calling (715) 732-7423. **The email address provided is for the sole purpose of receiving submitted responses. No replies will be generated from this email address.**

IV. RFP QUESTIONS AND ANSWERS

All questions related to this RFP must be submitted via e-mail to kevin.solway@marinettecountywi.gov. Clearly mark the e-mail “**Questions for RFP#23-009-20 – Multi-Function Device Proposal**”. While questions will be accepted throughout the RFP period, it is requested that all questions related to this RFP be submitted in a timely manner to allow ample time to answer any questions received. Phone calls or faxed questions ***will not be accepted.***

Answers to questions will be posted on the Marinette County website <http://www.marinettecountywi.gov>. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7423.

V. ADDENDUMS

Any significant changes or clarifications to the RFP will be posted as an addendum on the Marinette County website <http://www.marinettecounty.com> no later than 4:00 p.m. on July 21, 2023. If an addendum is posted, an addendum sheet will be attached and will be required to be submitted with the response. Calls for assistance with the website may be made to (715) 732-7423.

VI. RFP SUBMISSION REQUIREMENTS

Hard copy proposal submissions shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone Number
- E-mail Address

The response must include:

- Attachment B – Tabulation Sheet
- Attachment C – Statement of Understanding
- Addendum, if posted on Marinette County website

One original response and one electronic response are required to be submitted. The electronic response must be in a business industry standard format, such as PDF.

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

VII. SCOPE OF SERVICES

Background

Marinette County is soliciting proposals for a Multi-function Device (MFD) Replacement Program. This initiative is part of an on-going effort to provide Marinette County with MFDs with current technology at the lowest cost instead of maintaining several devices to conduct these functions. Marinette County Department of Technology Services prides itself in taking a leadership role in the delivery of services to its taxpayers in the most cost-effective manner possible.

Current Environment

Currently Marinette County utilizes ***approximately 40 multi-function*** devices throughout various departments on a per image lease and maintenance program. The total number of devices may vary during the agreement term however past variances have been minimal, 1 – 2 machines overall. All costs associated with the multi-function devices are included in the per-image cost. The current inventory of devices is listed in Appendix A. ***Marinette County strongly desires to continue leasing on a per-image basis.***

VIII. REQUIREMENTS

The County has determined that the following details shall be provided in all submitted proposals to be considered for this service.

Specifications:

- Vendor shall provide approximately 34 black/white and 8 color multi-function devices free of charge to Marinette County and retain ownership of the devices.
- All new MFDs placements shall be the same brand.
- All new MFDs shall be powered by a 110-volt compliant grounded electrical plug. If the device requirements prohibit use of standard 110-volt electrical plug the required electrical connection shall be spelled out in the RFP response.
- Vendor shall provide technical assistance required for networking devices.
- All MFD's shall be compatible with IBM iSeries OS/400 V7R3 or later release software (Power System).
- All MFD's shall be compatible with currently supported Microsoft Windows operating systems.
- All MFDs with estimated print/copy usage greater than 35ppm will include an offset and stapler option
- Scans shall be sent from the MFD unit in one step in PDF, TIFF or JPEG file formats. Scan sending options shall include file folders on the network, or individual or group email addresses.

- MFDs shall be installed and maintained with current software and firmware patches for the device. Security updates for each device shall be applied within 30 days of release.
- MFD's shall support SMB 2 or greater.
- MFD's shall be installed with all default passwords changed to an agreed upon password(s). This password shall not be used by the vendor at another location.
- MFDs shall include features listed on attachment A, for example paper trays, stapling, double sided, collating, secure mailbox, secure scan, secure fax, envelope printing, networkable printing and copying features.
- Parts and supplies including, but not limited to, all parts including hard drive replacement, any required ink, toner or waste cartridges or drums and staples.
- All MFDs shall be installed and configured for use no later than December 31, 2023 unless a different agreed upon date is set. Billing for MFD's shall begin on 1/1/2024.
- MFDs shall be capable of assigning/using different department codes for accounting purposes.
- Vendor shall provide training to all departments. Training shall include: Scan, fax, print and copy features for all types of documents and envelopes, as well as the benefits and appropriate usage of each MFD including HIPAA compliance as it may relate to the MFD.
- Before disposal or removal of any MFD device from Marinette County, the vendor shall remove and scrub the hard drive of any confidential information the drive may contain. A "Certificate of Sanitation" or similar, attesting to the sanitation process completion, shall be provided to the Department of Technology Services.
- Vendor shall bill monthly on one invoice showing itemized cost per copy with no additional fees, and must accept payments, without additional fees, via a county credit card.
- There shall be no cost per scanned/faxed image.

Specifications and Documentation

It is required that each vendor submit, along with the attached pricing sheet, detailed specifications of the products being offered.

Pricing of Supplies Included

Pricing must include all consumable supplies, excluding paper. This includes toner, staples, drums, fusers, etc. The lessee should be able to request adequate toner to have both a cartridge in the machine and 1 replacement on hand in the county available for each machine. Shipping charges for all consumable supplies must be at no charge. MSDS sheets must be provided for all supplies.

The ability for each department to order supplies for the provided multifunction devices directly from the vendor and have said supplies delivered directly to the department via common commercial delivery services with no additional delivery fee is required.

Bid Items

The Vendor MUST include literature with a picture, specifications and the manufacturer name and model number of the product in the Bid. The County shall govern as to what product meets its specifications, but the burden of proof and costs of any tests shall be the responsibility of the Bidder.

Multiple RFP responses are permitted however each individual response must be complete in its ability to meet the entirety of the RFP. Multiple responses cannot be combined to meet the RFP requirements. Please identify each bid machine individually.

Service Response

Successful Bidder must be available to respond to the County's request for service by physically being at the site, within 1 business day, during normal business hours. Service is to be provided by the Successful Bidder. If the Successful Bidder assigns service to another vendor, this vendor must be approved by Marinette County prior to any such reassignment.

Cooperative Purchasing

Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when Suppliers agree to extend their terms to them. If the Supplier is willing to provide opportunities for other public entities to piggyback a Marinette County awarded contract please complete the "Cooperative Purchasing Agreement" included with this RFP.

Pricing

All prices, costs, and conditions outlined in the RFP (request for proposal) shall remain fixed for the term of contract. Pricing must include toner, staples, shipping charges for such items, and any applicable property taxes.

The price quoted for each copy machine will include delivery to the building, set-up of the machine, training on the machine, and pick-up of the copy machine when the lease is exhausted. There shall be no additional charges for the items listed above.

The successful vendor will also be responsible for all paperwork at the conclusion of the contract which includes closure of the lease, and there shall be no shipping charges for return of equipment at the end of the lease.

IX. GENERAL INFORMATION

All necessary licensing for the proposed solution is required to be included in the proposal response.

Please explain your proposed solution and how selecting your solution will contribute to and/or enhance the operations of the County of Marinette.

Proposal must include all costs associated with implementation of the equipment and solution in proposal. Explain in detail what, if anything, is not included in your installation.

Proposal should clearly outline any (if any) special power, heating and/or cooling requirements for each device.

Necessary power supplies, UPS or similar environment requirements are the responsibility of Marinette County and not considered part of this proposal. Such requirements of the proposed solution should be included in the RFP response.

X. VENDOR INFORMATION

Executive Overview

Provide an executive summary of the system(s) being proposed.

Company Background

Provide an overview of your company, number of years in business, core solution offering, and experience in a law enforcement setting.

Customer References

Vendors must provide customer references for technical design and implementation relevant to the Marinette County solution including:

1. Describe 3 customer references where you have designed and implemented the proposed multi-function devices.

Vendors must provide the following information for each reference:

- Reference Contact information including email address, phone number, and title
- Brief Description of the Project

XI. FINANCIAL VERIFICATION

Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject Proposals based on information obtained through these background checks.

XII. VENDOR DEMONSTRATION

A vendor demonstration of a **sample of the proposed equipment may** be requested by Marinette County. If requested the vendor shall provide the demonstration at no cost to Marinette County. Demonstrations shall be in person and on premise at the Marinette County Courthouse located at 1926 Hall Avenue, Marinette, Wisconsin. Marinette County reserves the right to determine the number of vendors invited to perform a demonstration and determine if a demonstration will be requested.

XIII. METHOD OF EVALUATION OF PROPOSALS

Proposals will be evaluated on some or all of the following criteria:

- 1) Ability to deliver a solution that meets RFP requirements with minimal customizations

- 2) Firm's experience with similar customers and projects
- 3) Firm's recommended implementation plan, including installation, configuration, testing and training.
- 4) Technology that improves the operations of Marinette County in the most cost-effective manner.
- 5) Feedback from customer references on vendor performance, reliability, service level and customer service and responsiveness
- 6) Adherence to requirements for RFP response
- 7) Conformance to Marinette County required contract provisions
- 8) Total cost of ownership (Initial investment, annual maintenance and resources required, etc.)

****Contract negotiations may be conducted simultaneously with two or more finalists.*

XIV. BUSINESS ASSOCIATE AGREEMENT

All information disclosed by Marinette County for the purpose of the work to be done, or information that comes to the attention of the Vendor during the course of performing such work, is to be kept strictly confidential. A Business Associate Agreement (**Attachment F**) must be signed by the Proposer at the time of the contract award.

XV. PERSONNEL AND SECURITY

Prior to assignment to the law enforcement facility, personnel may be required to pass a background investigation conducted by the Marinette County Sheriff's Office. The cost of the investigation will be the responsibility of the County of Marinette.

XVI. TRAVEL EXPENSES

Marinette County shall not pay travel expenses.

XVII. OTHER

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

All proposals shall be valid for a minimum of 120 days from final due date for the Multi-Function Device RFP (this RFP).

XVIII. PROJECT CHANGES

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XIX. ATTACHMENTS

Attachment A - Multi-Function Device Current Equipment List

Attachment B - Multi-Function Device Replacement Proposal Tabulation Sheet

Attachment C - Statement of Understanding

Attachment D - Sample Contract

Attachment E - Business Associate Agreement (Sample)

Attachment F - Cooperative Purchasing Agreement (optional)

ATTACHMENT A
RFP#23-009-20
Marinette County Technology Services
Multi-Function Device Proposal
Current Equipment List and Location(s)

#1 Crivitz Library Main Office

One (1) B&W 25ppm A3 MFD

Minimum 25 ppm

Machine to include:

- Copy, Scan, Print including color scanning

Currently a Xerox 5330 – 2 trays

#2 Niagara Library

One (1) B&W 35ppm A3 MFD

Minimum 35 ppm

Machine to include:

- Copy, Scan, Print, including color scanning

Currently a Xerox 5335 – 4 trays

#3 HHSD Niagara

One (1) B&W 25ppm A3 MFD

Minimum 25 ppm

Machine to include:

- Copy, Scan, Print, Color Scanning, 100 sheet Floor Finisher

Currently a Xerox 5330 – 4 trays

#4 Coleman Library

One (1) B&W 35 ppm A3 MFD

Minimum 34 ppm

Machine to include:

- Copy, Scan, Print, Color Scanning, 100 sheet Floor Finisher

Currently a Xerox 5335 – 4 trays

#5 Marinette County Resource Center – Downstairs Reception

One (1) Color 30 ppm A3 MFD

Minimum 30 ppm

Machine to include:

- Copy, Scan Print, Color Scanning, 100 sheet Floor Finisher

Currently a Xerox 7845 Color – 4 trays

#6 Marinette County Resource Center – Upstairs Workroom

One (1) Color 55 ppm A3 MFD

Minimum 55 ppm

Machine to include:

- Copy, Scan, Print, Including Color Scanning, Floor Finisher, Hole-Punch

Currently a Xerox 7845 Color – 4 trays

#7 Peshtigo Library – Main Office

One (1) B&W 25 ppm A3 MFD

Minimum 25 ppm

Machine to include:

- Copy, Scan Print, Including Color Scanning

Currently a Xerox 5330 – 2 trays

#8 Peshtigo Highway Department

One (1) Color 50 ppm A3 MFD

Minimum 50 ppm

Machine to include:

- Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox 7225 Color – 4 trays

#9 Wausaukee Library

One (1) B&W 45 ppm A3 MFD

Minimum 45 ppm

Current Volume is 13,500/Annual

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox 5955 – 4 trays with bypass that accepts card stock

#10 Pembine Highway Department

One (1) B & W 25 ppm A4 MFD

Minimum 25 ppm

*Copy, Scan, Print, Including Color Scanning, Fax

Currently a Xerox B405DN – 1 tray

#11 Crivitz Highway Department

One (1) B & W 25 ppm A4 MFD

Minimum 25 ppm

*Copy, Scan, Print, Including Color Scanning, Fax

Currently a Xerox B405DN – 1 tray

#12 Law Enforcement Center - Investigations

One (1) Color 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox 7835 Color – 4 trays

#13 Law Enforcement Center - Booking Room

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox B7030 – 4 trays

#14 Law Enforcement Center - Jail Administration

One (1) B&W 25 ppm A3 MFD

Minimum 25 ppm

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox B7030 – 4 trays

#15 Law Enforcement Center – Dispatch Center

One (1) B&W 25 ppm A4 MFD

Minimum 25 ppm

*Copy, Scan, Print, Including Color Scanning, Fax

Currently a Xerox B405DN – 2 trays

#16 Law Enforcement Center - Sheriff Administration

One (1) B&W 55 ppm A3 MFD

Minimum 55 ppm

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox B8055 – 4 trays

#17 Marinette Public Library

One (1) Color 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox C8045 Color – 4 trays

*****This machine needs to have a coin-op Mechanism for public payment of copies***

#18 Marinette County Judicial Center - Circuit Court

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning

Currently a Xerox 5335 – 4 trays

#19 Marinette County Resource Center – Veterans Service Office

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning

Currently a Xerox B7035 – 4 trays

#20 Law Enforcement Center – Medical Examiner’s Office

One (1) B&W 25 ppm A4 MFD

Minimum 25 ppm

*Copy, Scan, Print, Including Color Scanning

Currently a Xerox 5330 (could possibly be replaced with a lower output system)- 2 trays

#21 Marinette County Courthouse – 3rd Floor - Human Resources

One (1) Color 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning

Currently a Xerox C8045 – 4 trays

#22 Marinette County Courthouse - Finance – 3rd Floor

One (1) Color 50 ppm A3 MFD

Minimum 50 ppm

*Copy, Scan, Print, Including Color Scanning

Currently a Xerox C7845 – 4 trays

#23 Marinette County Judicial Center - Clerk of Courts

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox B7035 – 4 trays

#24 Marinette County Judicial Center - Register in Probate

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm (***This could possibly be a smaller machine***)

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox 5335 – 4 trays

#25 Marinette County Resource Center – 2nd Floor - Register of Deeds

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox B7035 – would like a system with inverted scanning if possible (4 trays)

#26 Marinette County Courthouse – 4th floor - Technology Services

One (1) B&W 25 ppm A4 MFD

Minimum 25 ppm

*Copy, Scan, Print, Including Color Scanning, Fax

Currently a Xerox B405DN color – 1 tray

#27 Marinette County Resource Center – 2nd Floor – Land Information Office

One (1) Color 55 ppm A3 MFD

Minimum 55 ppm (needs 11 x 14 capability)

*Copy, Scan, Print, Including Color Scanning, 2000 Sheet Finisher, Hole-Punch

Currently a Xerox C8055 – 4 trays

#28 Marinette County Courthouse – 2nd floor - Child Support

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning, Internal Finisher, Fax

Currently a Xerox B7035 – 2 trays

#29 Marinette County Courthouse – 2nd floor - Administration Area

One (1) Color 55 ppm A3 MFD

Minimum 55 ppm

*Copy, Scan, Print, Including Color Scanning, 2000 Sheet Finisher, Fax, Hole-Punch

Currently a Xerox B7845 – 4 trays

#30 Marinette County Judicial Center - DA's Office

One (1) Color 55 ppm A3 MFD

Minimum 55 ppm

*Copy, Scan, Print, Including Color Scanning, 2000 Sheet Finisher, Fax

Currently a Xerox C8055 – 4 trays

#31 Health and Human Services Building - Front

One (1) Color 55 ppm A3 MFD

Minimum 55 ppm

*Copy, Scan, Print, Including Color Scanning

Currently a Xerox C8055 – 4 trays

#32 Health and Human Services Building - Back

One (1) B&W 55 ppm A3 MFD

Minimum 55 ppm

*Copy, Scan, Print, Including Color Scanning, 2000 Sheet Floor Finisher, Fax, Hole-Punch

Currently a Xerox 5955 – 4 trays

#33 Health and Human Services Building – Child and Family

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning

Currently a Xerox 5955 – 4 trays

#34 Health and Human Services Building - Adapt

One (1) B&W 45 ppm A3 MFD

Minimum 45 ppm

*Copy, Scan, Print, Including Color Scanning, Internal Finisher, Fax

Currently a Xerox B7035 – 4 trays

#35 Health and Human Services Building - 2nd Floor, Kitchen

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning, Floor Finisher, Fax

Currently a Xerox 5335 – 4 trays

#36 Health and Human Services Building – CCS/CSP 1st floor

One (1) B&W 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning, Floor Finisher

Currently a Xerox 5335 – 4 trays

#37 Health and Human Services Building – ADRC 1st floor

One (1) Color 35 ppm A3 MFD

Minimum 35 ppm

*Copy, Scan, Print, Including Color Scanning

Currently a Xerox C8045 Color – 4 trays

#38 Health and Human Services Building – Public Health - Basement

One (1) B&W 55 ppm A3 MFD

Minimum 55 ppm

*Copy, Scan, Print, Including Color Scanning, 2000 Sheet Floor Finisher, Fax, Hole-Punch

Currently a Xerox 5955 – 4 trays

Total Average Monthly Volume for all Equipment:

Mono: 112,519 **Color:** 29,358

ATTACHMENT B
RFP#23-009-20
Marinette County Technology Services
Multi-Function Device Proposal
Summary Cost Tabulation Sheet

Total Base Proposal	\$_____
Recommended Options (if applicable)	\$_____
Total Proposal with Recommended Options	\$_____

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

Signature of Duly Authorized Individual

Date

Printed Name: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

ATTACHMENT C
RFP#23-009-20
Marinette County Technology Services
Multi-Function Device Proposal
Statement of Understanding

Vendor name

Vendor's address

City State Zip code

Contact person's name & position

Vendor's Phone number Vendor's Fax Number

We have read the County's Request for Proposals (RFP) **#23-009-20** - Marinette County Multi-Function Device Proposal RFP and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

Signature of vendor or vendor's Representative

Date

ATTACHMENT D
MARINETTE COUNTY SAMPLE AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and _____, hereinafter referred to as VENDOR, for the purpose of _____.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is: Name
Whose principal business address is: Department
Address
Marinette WI 54143

VENDOR agent and contact person is:

Name:
Title:
Company:
Address:
City, State:
Telephone:

2. VENDOR agrees the following services, as set forth in the proposal dated _____, attached and incorporated in **Exhibit B**, shall be provided to Marinette County.
3. VENDOR agrees to provide service to COUNTY at the cost set forth in response to the proposal dated _____, attached and incorporated as **Exhibit B**.
4. Start/Completion dates to be determined.
5. COUNTY agrees to the following:
 - Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of completed and submitted plan.
6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
 - VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.
 - COUNTY will pay no fringe benefits or other compensation to VENDOR.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Professional liability, each occurrence	\$1,000,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work.

Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by Vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
9. This contract may be amended in writing by mutual agreement of both parties at any time.
10. This agreement shall be governed by the laws of the State of Wisconsin.
11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

VENDOR

Date

Kathy Brandt, County Clerk

Date

ATTACHMENT E

SAMPLE BUSINESS ASSOCIATE AGREEMENT With Contract

This Business Associate Agreement is incorporated into the Underlying Contract known as _____ and is made between Marinette County (“Covered Entity”), and the _____ (“Business Associate”), collectively the “Parties.”

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement include, but are not limited to:

Describe Services/Functions

The Covered Entity and Business Associate agree to modify the Contract to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security, and the transmission of individually identifiable health information created, used, or maintained by the Business Associate during the performance of the Contract and after Contract termination. The parties agree that any conflict between provisions of the Contract and the Agreement will be governed by the terms of the Agreement.

1. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- a. Business Associate: “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103 and, in reference to the party to this Agreement, shall mean Enter text.
- b. Covered Entity: “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103 and, in reference to the party in this Agreement, shall mean the Wisconsin Department of Health Services.
- c. HIPAA Rules: “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. Business Associate shall not use or disclose any Protected Health Information except as permitted or required by the Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose Protected Health Information for Business Associate’s proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement. Business Associate is not authorized to create de-identified information from PHI.
- b. Business Associate shall not request, use, or disclose more than the minimum amount of Protected Health Information necessary to accomplish the purpose of the use or disclosure.

- c. Business Associate shall inform the Covered Entity if it or its subcontractors will perform any work outside the U.S. that involves access to, or the disclosure of, Protected Health Information.
3. **SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION**
- a. Business Associate shall use appropriate safeguards, including complying with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement.
 - b. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.
4. **REPORTING OF A VIOLATION TO COVERED ENTITY BY BUSINESS ASSOCIATE**
- The Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410 and any successful security incident which it becomes aware of.
- a. **Discovery of a Violation.** The Business Associate must inform the Covered Entity by telephone call, plus email or fax, within five business days following the discovery of any violation.
 - i. The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Business Associate or, by exercising reasonable diligence would have been known to the Business Associate.
 - ii. Notification shall be provided to one of the contact persons as listed in section 4.d.
 - iii. Notification shall occur within five business days that follows discovery of the Violation.
 - b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Protected Health Information, including complying with a reasonable Corrective Action Plan.
 - c. **Investigation of Breach.** The Business Associate shall immediately investigate the Violation and report in writing within ten days to a contact listed in section 4.d. with the following information:
 - i. Each Individual whose Protected Health Information has been or is reasonably to have been accessed, acquired, or disclosed during the Incident;
 - ii. A description of the types of Protected Health Information that were involved in the Violation (such as full name, social security number, date of birth, home address, account number);
 - iii. A description of unauthorized persons known or reasonably believed to have improperly used or disclosed Protected Health Information or confidential data;
 - iv. A description of where the Protected Health Information or confidential data is believed to have been improperly transmitted, sent, or utilized;
 - v. A description of probable causes of the improper use or disclosure;
 - vi. A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against further Violations;

- vii. The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence; and
 - viii. A Corrective Action Plan that includes the steps the Business Associate has taken or shall take to prevent future similar Violations.
- d. Covered Entity Contact Information. To direct communications to above-referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

Marinette County
 1926 Hall Avenue
 Marinette, WI 54143

Phone _____
 Email _____

5. **USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS OF THE BUSINESS ASSOCIATE**

In accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

6. **COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS**

If the Business Associate conducts any Standard Transaction for, or on behalf of, a Covered Entity, the Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162, of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for, or on behalf of, Covered Entity that:

- a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
- c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- d. Changes the meaning or intent of the Standard's Implementations Specification(s).

7. **ACCESS TO PROTECTED HEALTH INFORMATION**

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any Protected Health Information held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity, or (as directed by Covered Entity) to an Individual, in order to meet requirements under the Privacy Rule.

8. **AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION**

At the direction of the Covered Entity, the Business Associate agrees to amend or correct Protected Health Information held by the Business Associate, which the Covered Entity has

determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526.

9. **DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE**

The Business Associate agrees to document and make available to the Covered Entity, or (at the direction of the Covered Entity) to an Individual, such disclosures of Protected Health Information to respond to a proper request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

10. **INTERNAL PRACTICES**

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to Marinette County in a time and manner determined by Marinette County for purposes of determining compliance with the requirements of HIPAA.

11. **TERM AND TERMINATION OF AGREEMENT**

- a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
 - i. Exercise any of its rights to reports, access, and inspection under this Agreement;
 - ii. Require the Business Associate within a 30-day period to cure the breach or end the violation;
 - iii. Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - iv. Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either 11.a.ii. or 11.a.iii, the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

12. **RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION**

Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Business Associate will:

- a. Return to the Covered Entity or, if return is not feasible, destroy all Protected Health Information and any compilation of Protected Health Information in any media or form. The Business Associate agrees to ensure that this provision also applies to Protected Health Information of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of Protected Health Information in any media is included in and covered by this provision, as well as all originals or copies of Protected Health Information provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than 30 business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all Protected Health Information has been completed.
- b. If the Business Associate destroys Protected Health Information, it shall be done with the use of technology or methodology that renders the Protected Health Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying Protected Health Information include:
 - i. For paper, film, or other hard copy media: shredding or destroying in order that Protected Health Information cannot be read or reconstructed and

- ii. For electronic media: clearing, purging, or destroying consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction is specifically excluded as a method of destruction of Protected Health Information unless the information is properly redacted so as to be fully de-identified.
- c. If the Business Associate believes that the return or destruction of Protected Health Information is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate determines that return or destruction of Protected Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to Protected Health Information and prohibit further uses or disclosures of the Protected Health Information of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any Protected Health Information subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

13. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that Protected Health Information from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of Protected Health Information.

14. MISCELLANEOUS PROVISIONS

- a. Indemnification for Breach. Business Associate shall, to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident arising from the acquisition, access, use, or disclosure of Protected Health Information by the Business Associate in a manner not permitted under HIPAA Rules.
- b. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be owner of any PHI created or received by Business Associate on behalf of Covered Entity.
- c. Third Party Rights. The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
- d. Independent Contractor Status. For the purposes of this Agreement, Business Associate is an independent contractor of Covered entity and shall not be considered an agent of Covered Entity.
- e. Automatic Amendment. This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.
- f. Interpretation of Terms or Conditions of Agreement. Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.
- g. Survival. All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

COVERED ENTITY

Print Name: _____
SIGNATURE: _____

Title: _____
Date: _____

BUSINESS ASSOCIATE

Print Name: _____
SIGNATURE: _____

Title: _____
Date: _____

ATTACHMENT F
RFP#23-009-020
Marinette County Technology Services
Multi-Function Device Proposal
Cooperative Purchasing Agreement (optional)

COOPERATIVE PURCHASING AGREEMENT Wisconsin statutes establish authority to allow Wisconsin municipalities to participate in cooperative purchasing when the Suppliers agree to extend their terms to them. **Participating in the service gives vendors opportunities for additional sales without additional bidding. Please be aware that your participation is voluntary.** Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.).

Interested municipalities will contact the Supplier directly to place orders and are responsible for receipt, acceptance and inspection of goods directly from the Supplier, and making payment directly to the Supplier. Marinette County in serving as the lead agency initiating this cooperative purchasing program on behalf of other Municipalities, is not party to any disputes arising from purchases made by other municipalities, and is not liable for delivery or payment purchases made by other municipalities. A vendor's selection to extend prices to a cooperative purchasing agreement may be used as a factor in the award decision of this project.

___ / I Agree to make the products or services of this bid/proposal, as priced, for the period from _____ to _____ available to Wisconsin Municipalities (check all that apply):

___ Wisconsin K – 12 Schools

___ Wisconsin Municipalities (Non-Educational) – please specify _____

___ Within a certain region/section of the state – please specify _____

___ Indicate here if you would be willing to offer a discount to other public agencies that would "piggyback" and purchase additional items from your firm if a contract is awarded by Marinette County to your firm (i.e.: other public agencies "piggybacking" a competitively awarded contract rather than needing to issue their own RFP):

___ % Discount if a second item/system is purchased or a second public agency purchases from the awarded contract.

___ % Discount if a third item/system is purchased or a third public agency purchases from the awarded contract.

___ % Discount if a fourth item/system is purchased or a fourth public agency purchases from the awarded contract.

By what date would other public agencies need to make a purchase from your firm before the price break policy expires: _____

___ Note in your proposal any special conditions or provisions.

___ I Do Not Agree to make the products/services of this bid/proposal available to Wisconsin Municipalities.

Signature _____

Date (mm/dd/yyyy) _____

Name (Type or Print) _____

Title _____

Email: _____

Tel: (____) _____

Company _____

Fax: (____) _____

City _____

State _____

ZIP + 4 _____

Address (Street) _____

Commodity/Service: **Multifunctional Copier Lease and Printer Maintenance**

Request for Bid/Proposal Number: